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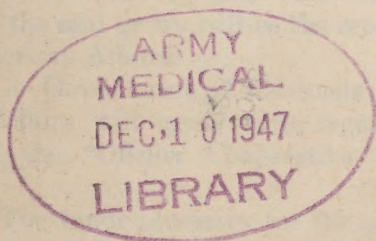
EXECUTIVE AGREEMENT SERIES 348

HEALTH AND SANITATION PROGRAM

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AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND VENEZUELA

Effectuated by Exchange of Notes
Signed at Caracas February 18, 1943



UNITED STATES
GOVERNMENT PRINTING OFFICE
WASHINGTON : 1944

FACTIVE AGREEMENT SERIES 310

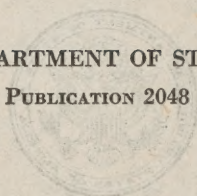
HEALTH AND SANITATION PROGRAM

AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA
AND MEXICO

Entered by Embassy of Mexico
Signed at Caracas February 18, 1948

DEPARTMENT OF STATE

PUBLICATION 2048



UNITED STATES
DEPARTMENT OF STATE
WASHINGTON, D. C.

*The American Ambassador to the Venezuelan Minister
of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 1226

Caracas, February 18, 1943.

EXCELLENCY:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of America and the Government of the United States of Venezuela:

First.—The Government of the United States of Venezuela binds itself to create a special office that will be named “Oficina Cooperativa Interamericana de Salud Pública”, which will serve as intermediary for the cooperation between the Government of Venezuela and the Institute of Inter-American Affairs. The Oficina Cooperativa Interamericana de Salud Pública will function as a dependency of the Ministry of Health and Social Assistance.

Second.—The Institute of Inter-American Affairs will be represented in Venezuela by a group of public officials to be known as a “Field Party, Institute of Inter-American Affairs in Venezuela”. The head of the said group will be the representative of the Institute of Inter-American Affairs.

Third.—The Government of Venezuela and the Institute of Inter-American Affairs will agree with regard to the naming of the Director of the “Oficina Cooperativa Interamericana de Salud Pública”.

Fourth.—The funds necessary for the execution of the work to be accomplished in Venezuela by the “Oficina Cooperativa Interamericana de Salud Pública” shall be provided by the equivalent of a sum not greater than nine hundred fifty thousand American dollars (\$950,000.—) which the Institute of Inter-American Affairs will con-

tribute, by means of the delivery of construction materials, machines, implements, payment of labor, salaries of employees and whatever other supply in kind; and by the contribution of the Government of Venezuela which shall be two bolivares (Bs.2.-) for each dollar that the Institute of Inter-American Affairs invests in this concept.

Fifth.—The funds that the Institute of Inter-American Affairs will contribute will be applied exclusively to the intensification of the Anti-Malaria campaign in Venezuela, in conformity with the projects elaborated by the Division of Malariology, provided they are approved by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

Sixth.—The referred to contribution of the Institute of Inter-American Affairs will be furnished to the Division of Malariology in accordance with the requirements of the work undertaken and agreed to by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

Seventh.—All contracts or agreements made between the "Oficina Cooperativa Interamericana de Salud Pública" and any other juridical entity or individual or any combination of juridical entities or individuals shall be effected in conformity with the general policy previously agreed upon by the Minister of Health and Social Assistance and the Director of the Oficina Cooperativa Interamericana de Salud Pública.

Eighth.—The Representative in Venezuela of the Institute of Inter-American Affairs shall present to the Division of Health and Sanitation of the Institute of Inter-American Affairs, reports on the activities of the Oficina Cooperativa Interamericana de Salud Pública, every time that the Institute of Inter-American Affairs requests it.

Ninth.—The accounts and books of the Oficina Cooperativa Interamericana de Salud Pública shall be available at any time for inspection by the competent agency of the Government of Venezuela and by the Institute of Inter-American Affairs.

Tenth.—The Oficina Cooperativa Interamericana de Salud Pública, as a dependency of the Ministry of Health and Social Assistance, will enjoy the rights and privileges that the law accords to like official dependencies, for example and not exclusively, with regard to postal and telegraphic franking privileges, discounts with transportation companies, etc., and in the measure that the aforementioned dependencies enjoy customs exoneration, they will be granted to the Oficina Cooperativa Interamericana de Salud Pública for the importation of

merchandise destined for the use of the Oficina, it being understood that the Ministry can previously examine, as is done in the case of the other dependencies, the importation lists formulated.

Eleventh.—The salaries and expenses, including travel expenses of members of the "Field Party, Institute of Inter-American Affairs in Venezuela", shall be paid by the Institute of Inter-American Affairs from funds exclusive of those constituting the contributions mentioned in clause Fourth.

Twelfth.—All work accomplished in conformity with this Agreement shall pass on to be the property of the Government of Venezuela.

Thirteenth.—No work shall be undertaken which will require materials the acquisition of which may obstruct any effort of continental defense, for war emergencies.

This note and Your Excellency's reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

Please accept, Excellency, the renewed assurances of my highest consideration.

FRANK P. CORRIGAN

His Excellency

Dr. CARACIOLO PARRA PÉREZ,

Minister for Foreign Affairs,

Caracas.

*The Venezuelan Minister of Foreign Affairs to the American
Ambassador*

ESTADOS UNIDOS DE VENEZUELA
MINISTERIO DE RELACIONES EXTERIORES
DIRECCION POLITICA
Seccion de Relaciones Interamericanas
No. 472.

CARACAS: 18 de febrero de 1943.

SEÑOR EMBAJADOR:

Autorizado por mi Gobierno, tengo a honra hacer constar en esta nota, como resultado de las conversaciones celebradas entre Vuestra Excelencia y el suscrito y entre el Ministro de Sanidad y Asistencia Social y el Representante del Instituto de Relaciones Interamericanas de Washington, que ha sido convenido lo siguiente entre el Gobierno de los Estados Unidos de Venezuela y el Gobierno de los Estados Unidos de América:

Primero.—El Gobierno de los Estados Unidos de Venezuela se compromete a crear una Oficina especial que se denominará "Oficina Co-

operativa Interamericana de Salud Pública", la cual servirá de intermediaria para la cooperación entre el Gobierno de Venezuela y el Instituto de Relaciones Interamericanas, dependencia de la Oficina del Coordinador de Relaciones Interamericanas. La Oficina Cooperativa Interamericana de Salud Pública funcionará como dependencia del Ministerio de Sanidad y Asistencia Social.

Segundo.—El Instituto de Relaciones Interamericanas estará representado en Venezuela por un grupo de funcionarios que actuará bajo la denominación de "Field Party, Institute of Inter American Affairs in Venezuela". El jefe de dicho grupo será el Representante del Instituto de Relaciones Interamericanas.

Tercero.—El Gobierno de Venezuela y el Instituto de Relaciones Interamericanas se pondrán de acuerdo respecto del nombramiento del Director de la "Oficina Cooperativa Interamericana de Salud Pública".

Cuarto.—Los fondos necesarios para la ejecución de los trabajos que ha de realizar en Venezuela la "Oficina Cooperativa Interamericana de Salud Pública" serán constituidos por el equivalente de una suma total no mayor de novecientos cincuenta mil dólares americanos (\$950.000.—) que aportará el Instituto de Relaciones Interamericanas, mediante la entrega de materiales de construcción, maquinarias, implementos, pago de mano de obra, salarios de empleados y cualquier otro suministro en especie; y por la contribución del Gobierno de Venezuela que será de dos bolívares (Bs.2.—) por cada dólar que por este concepto invierta en Venezuela el Instituto de Relaciones Interamericanas.

Quinto.—Los fondos que aportará el Instituto de Relaciones Interamericanas serán aplicados exclusivamente a la intensificación de la campaña antipalúdica en Venezuela, de conformidad con los proyectos elaborados por la División de Malariología, siempre que éstos sean aprobados por el Ministerio de Sanidad y Asistencia Social y el Representante en Venezuela del Instituto de Relaciones Interamericanas.

Sexto.—El referido aporte del Instituto de Relaciones Interamericanas será suministrado a la División de Malariología de acuerdo con las necesidades de las obras emprendidas y convenidas por el Ministerio de Sanidad y Asistencia Social y el Representante en Venezuela del Instituto de Relaciones Interamericanas.

Séptimo.—Todos los contratos o convenios celebrados entre la "Oficina Cooperativa Interamericana de Salud Pública" y cualquier otra entidad jurídica o individuo, o cualquier combinación de entidades jurídicas o individuos, se efectuarán de conformidad con la política general previamente convenida por el Ministro de Sanidad y Asistencia Social y el Director de la Oficina Cooperativa Interamericana de Salud Pública.

Octavo.—El Representante en Venezuela del Instituto de Relaciones Interamericanas presentará a la División de Salubridad y Sanidad del Instituto de Relaciones Interamericanas, informes sobre las actividades de la Oficina Cooperativa Interamericana de Salud Pública, cada vez que lo solicite el Instituto de Relaciones Interamericanas.

Noveno.—Las cuentas y los libros de la Oficina Cooperativa Interamericana de Salud Pública estarán en todo momento a disposición de la Oficina competente del Gobierno de Venezuela y del Instituto de Relaciones Interamericanas, para su inspección.

Décimo.—La Oficina Cooperativa Interamericana de Salud Pública, como dependencia que es del Ministerio de Sanidad y Asistencia Social, gozará de los derechos y privilegios que la ley acuerde a dependencias oficiales semejantes, por ejemplo y no exclusivamente, en cuanto a franquicia postal y telegráfica, descuentos en compañías de transporte, etc.; y en la medida en que gocen de exoneraciones aduaneras las susodichas dependencias, les serán concedidas a la Oficina Cooperativa Interamericana de Salud Pública para la importación de efectos destinados al uso de la Oficina, siendo entendido que el Ministerio puede previamente revisar, como lo hace respecto de las demás dependencias, las listas de importación que se formulen.

Undécimo.—Los sueldos y gastos, inclusive los gastos de viaje de los miembros del "Field Party, Institute of Inter American Affairs in Venezuela", serán pagados por el Instituto de Relaciones Interamericanas de fondos distintos de los que constituyen los aportes mencionados en la cláusula cuarta.

Duodécimo.—Toda obra realizada de conformidad con este acuerdo, pasará a ser propiedad del Gobierno de Venezuela.

Décimotercero.—No se emprenderá ninguna obra que requiera materiales cuya consecución pueda obstaculizar cualquier esfuerzo de la defensa continental, por emergencias de guerra.

Esta nota y la contestación de Vuestra Excelencia en los mismos términos, constituirán un acuerdo respecto de lo consignado en las cláusulas que anteceden.

Válgome de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

C. PARRA PÉREZ

Al Excelentísimo Señor FRANK P. CORRIGAN,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*

Presente.

[Translation]

UNITED STATES OF VENEZUELA

MINISTRY OF FOREIGN AFFAIRS

POLITICAL BUREAU

Section of Inter-American Affairs

No. 472

CARACAS, February 18, 1943.

MR. AMBASSADOR:

Authorized by my Government, I have the honor to record in this note, as a result of the conversations between Your Excellency and the undersigned and between the Minister of Health and Social Assistance and the Representative of the Institute of Inter-American Affairs of Washington, that the following has been agreed between the Government of the United States of Venezuela and the Government of the United States of America:

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Second.—The Institute of Inter-American Affairs will be represented in Venezuela by a group of public officials to be known as a “Field Party, Institute of Inter-American Affairs in Venezuela”. The head of the said group will be the representative of the Institute of Inter-American Affairs.

Third.—The Government of Venezuela and the Institute of Inter-American Affairs will agree with regard to the naming of the Director of the “Oficina Cooperativa Interamericana de Salud Pública”.

Fourth.—The funds necessary for the execution of the work to be accomplished in Venezuela by the “Oficina Cooperativa Interamericana de Salud Pública” shall be provided by the equivalent of a sum not greater than nine hundred fifty thousand American dollars (\$950,000.—) which the Institute of Inter-American Affairs will contribute, by means of the delivery of construction materials, machines, implements, payment of labor, salaries of employees and whatever other supply in kind; and by the contribution of the Government of Venezuela which shall be two bolivares (Bs. 2.—) for each dollar that the Institute of Inter-American Affairs invests in Venezuela for this purpose.

Fifth.—The funds that the Institute of Inter-American Affairs will contribute will be applied exclusively to the intensification of the Anti-Malaria campaign in Venezuela, in conformity with the projects elaborated by the Division of Malariology, provided they are approved by the Ministry of Health and Social Assistance and the Representative in Venezuela of the Institute of Inter-American Affairs.

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Eleventh.—The salaries and expenses, including travel expenses of members of the "Field Party, Institute of Inter-American Affairs in

Venezuela", shall be paid by the Institute of Inter-American Affairs from funds exclusive of those constituting the contributions mentioned in clause Fourth.

Twelfth.—All work accomplished in conformity with this Agreement shall pass on to be the property of the Government of Venezuela.

Thirteenth.—No work shall be undertaken which will require materials the acquisition of which may obstruct any effort of continental defense, for war emergencies.

This note and Your Excellency's reply in the same terms, will constitute an agreement with regard to the contents of the preceding clauses.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest consideration.

C PARRA PÉREZ

His Excellency FRANK P. CORRIGAN,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

